

Real Estate Sales Contract

(FS 27/ St. George Maronite Catholic Church)

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Effective Date: The date a representative of the Title Company signs a receipt for this fully executed contract.

Authorizing Ordinance:

Seller: St. George Maronite Catholic Church

Address: 6070 Babcock Road, San Antonio, Texas
78240-2138

Type of Entity: A Texas unincorporated association

Seller's Counsel: Richard J. Karam

Address: The Ariel House, 8118 Datapoint Drive, San Antonio, Texas 78229-6400

Phone: 614-6400

Fax: 614-6401

Email: rjkaram@aol.com

Buyer: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Steve Hodges, CIMS)

Phone: 207-8234

Email: steve.hodges@sanantonio.gov

Type of Entity: Texas municipal corporation

Buyer's Counsel: Kenneth L. Bennight, Jr.

Address: City Attorney's Office, P.O. Box 839966, San Antonio, Texas 78283-3966

Phone: 207-6168

Email: kenneth.bennight@sanantonio.gov

Property: The land commonly known as 1538 Hillcrest Dr., San Antonio, Texas, containing 3.13 acres, more or less, consisting of the north 35 feet of Tank Drive, all of Lot 23, Block G, N.C.B 8394 and approximately 0.23 acres out of Tract A, Block G, N.C.B. 8394, Woodlawn Hills Country Estates, San Antonio, Bexar County, Texas, as recorded in Vol. 642, P. 149, Deed and Plat Records of Bexar county, Texas, save and except 2,077 square feet out of Lot 23 and Tank Drive as recorded in Volume 5837, Page 802, Real Property Records, Bexar County, Texas, all as more particularly described on **Exhibit A**.

Title Company: LandAmerica Lawyers Title Company of San Antonio

Address: 2511 N. Loop 1604 W., Suite 101, San Antonio, Texas 78258 (Attention: Ruthie Kowald)

Phone: 223-2911

Fax: 223-2915

Email: rjkowald@landam.com

Purchase Price: \$450,000

Independent Consideration: \$100

Effective Date: The date on which Title Company acknowledges receipt of a fully executed copy of this agreement.

Survey Category: Category 1A, Condition II

Earnest Money: \$10,000

Buyer's Liquidated Damages: \$1,000

County for Performance Bexar County, Texas

1. Deadlines and Other Dates.

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1.01.	Delivery of Title Commitment	15	Days after the Effective Date
1.02.	Delivery of legible copies of instruments referenced in the Title Commitment	25	Days after the Effective Date
1.03.	Asbestos Survey Deadline	35	Days after Effective Date
1.04.	Delivery of Title and Survey Objections	20	Days after the receipt of Title Commitment and legible copies of instruments referenced in the Title Commitment
1.05.	Delivery of Seller's records as specified in Exhibit C	30	Days after the Effective Date
1.06.	End of Inspection Period	120	Days after the Effective Date
1.07.	Closing Date	20	days after the Inspection Period
1.08.	Closing Time	10:00	A.M.

The deadlines may be altered by the mutual agreement of the parties. Buyer's consent may be made by the Director of the Capital Improvements Management Services Department without further authorization of City Council.

2. Closing Documents.

2.01. At closing, Seller will deliver the following items:

Special Warranty Deed

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

Notices, statements, and certificates as specified in Exhibit D

2.02. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Deceptive Trade Practices Act waiver

Purchase Price

2.03. The documents listed in this section are collectively known as the "Closing Documents." Unless otherwise agreed by the parties in writing before closing, the deed will be substantially in the form attached as **Exhibit E**.

2.04. The deed may except from warranty items reflected in Schedule B of the latest effective title commitment. It may not except rights of parties in possession, survey-related matters, or rights not arising out of a recorded instrument.

3. Exhibits.

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land

Exhibit B—Representations

Exhibit C—Seller's Records

Exhibit D—Notices, Statements, and Certificates

Exhibit E—Form of Deed

All exhibits are incorporated into this agreement for all purposes as if fully set forth.

4. Purchase and Sale of Property.

Seller will sell and convey the Property to Buyer, and Buyer will buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

5. Interest on Earnest Money.

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

6. Title and Survey.

6.01. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

6.02. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

6.03. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

6.04. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in article 1. Seller must likewise deliver to Buyer legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in article 1.

6.05. *Survey and Asbestos Survey.* Buyer must deliver, at Buyer's cost and expense, a Survey and asbestos survey of the Property not later than Survey and

Asbestos Survey Deadline, in accordance with the provisions of § 6-293 of the City Code of the City of San Antonio, Texas.

6.06. *Title Objections.* Buyer has until the deadline stated in article 1. ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that this contract is terminated. In absence of such timely notice, Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

7. Inspection Period.

7.01. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in article 1.

7.02. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

(a) Buyer or its designees, contractors or agents may enter the Land at all reasonable times while this Agreement remains in full force and effect for the purposes of conducting such inspections, measurements, surveys, engineering studies, architectural studies and reports, zoning, traffic and air quality studies and reports, utilities investigations (including, but not limited to, availability and capacity), soil and sub-surface tests and analyses, environmental assessments, Phase I and Phase II environmental studies and other reports as Buyer deems appropriate at Buyer's sole cost and expense. Buyer may also conduct discussions with the appropriate local, state and federal agencies, authorities and governmental bodies regarding Buyer's proposed use of the Property. All such action taken by or on behalf of Buyer pursuant to this subparagraph (a) shall be in accordance with all applicable laws, rules and regulations of the appropriate governmental authorities having jurisdiction and the requirements of this Agreement. Without limiting the

generality of the foregoing, any environmental investigation and any invasive testing shall be subject to the requirements of subparagraph (c) below. Buyer shall give Seller reasonable notice of any planned entry onto the Land by Buyer or its designee and the purpose of such entry. Promptly following any entry by Buyer on the Land, Buyer shall repair or restore the affected portions of the Land to substantially the condition that it existed at the time Buyer entered onto the Land.

(b) If Buyer engages in any environmental or other testing as part of Buyer's due diligence, Buyer shall notify Seller and Seller will have the right to be present and/or take split samples (at Seller's expense). Any invasive testing performed by Buyer shall be performed by Buyer in accordance with best engineering practices, including, if required for the test(s) being performed, a health and safety plan. Buyer shall also be responsible for confirming the location of the underground pipes and power line located on the Land and avoiding damage thereto in connection with any such testing.

(c) Buyer shall deliver to Seller as and when received by Buyer copies of all third-party surveys, reports and other data pertaining to the condition of the Property and any proposed development thereof, subject to the copyrights and other proprietary rights and interests of all architect's, engineers and others producing such reports and other data, and without recourse, representation or warranty, express or implied.

7.03. *Extension.* Buyer may extend the Inspection Period for an additional 60 days if it determines in its discretion that it needs to perform a Phase II environmental site assessment.

7.04. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period. Buyer's termination is effective without City Council approval if signed by the Director of the Capital Improvements Management Services Department.

7.05 Property Condition. AS MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT BUYER ACKNOWLEDGES AND AGREES AS FOLLOWS:

AS MATERIAL PART OF THE CONSIDERATION FOR THIS CONTRACT BUYER ACKNOWLEDGES AND AGREES THAT DURING THE FEASIBILITY PERIOD, BUYER WILL CONDUCT ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF ALL ASPECTS OF THE PROPERTY, AND (I) OTHER THAN AS EXPRESSLY SET OUT HEREIN, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR STATEMENTS OF SELLER OR ITS AGENTS, (II) BUYER IS RELYING ON SUCH INDEPENDENT INVESTIGATION AND INSPECTION AND IS NOT RELYING ON ANY INFORMATION PROVIDED BY SELLER, SELLER'S ENGINEERS OR THE BROKERS IN DETERMINING WHETHER TO PURCHASE THE PROPERTY, (III) ANY INFORMATION PROVIDED BY SELLER TO BUYER WITH

RESPECT TO THE PROPERTY HAS BEEN OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, (IV) AT CLOSING, BUYER WILL BE FULLY AND COMPLETELY SATISFIED THAT THE PROPERTY IS SATISFACTORY IN ALL RESPECTS FOR ITS INTENDED USE AND BUYER SHALL HAVE NO RECOURSE WHATSOEVER AGAINST SELLER OR THE BROKER IN CONNECTION WITH THE PROPERTY.

BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS CONTRACT AND THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO: (A) THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY; (B) THE INCOME TO BE DERIVED FROM THE PROPERTY; (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, BUT NOT LIMITED TO, ANY STATE OR FEDERAL ENVIRONMENTAL LAW, RULE OR REGULATION; (E) THE HABITABILITY, MERCHANTABILITY, OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; OR (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. BUYER HEREBY WAIVES ANY SUCH REPRESENTATION, WARRANTY, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT IN THIS CONTRACT AND THE SPECIAL WARRANTY OF TITLE TO BE CONTAINED IN THE DEED, SELLER IS CONVEYING THE PROPERTY TO BUYER "AS IS" "WHERE IS," AND WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE SELLER.

THE FOREGOING PROVISIONS SHALL SURVIVE THE CLOSING IN ALL RESPECTS.

8. Independent Consideration.

As independent consideration for this agreement, Seller acknowledges receipt from Buyer of the Independent Consideration. This sum is not a credit against the Purchase Price and is not refundable under any circumstance.

9. Representations.

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

10. Condition until Closing; Cooperation.

10.01. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

10.02. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller need not repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within 15 days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than 15 days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage. This Paragraph 10.02 shall not apply to any improvements or personal property located on the Property as said improvements and personal property are intended to be removed by Seller after Closing.

10.03. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken. This Paragraph 10.03 shall not apply to any condemnation proceedings initiated by the City of San Antonio.

10.04. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

10.05. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

11. Termination.

11.01. Disposition of Earnest Money after Termination

- a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, Seller will, within five days of receipt of Buyer's termination notice, authorize Title Company to deliver the Earnest Money to Buyer. Seller retains the Independent Consideration.
- b. *To Seller.* If Seller terminates this contract in accordance with any of Seller's rights to terminate, Buyer will, within five days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller. Seller retains the Independent Consideration.

11.02. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or

obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

12. Allocation of Closing Costs.

12.01. Seller will pay:

- a. the basic charge for the Title Policy;
- b. one-half of the escrow fee charged by Title Company;
- c. the costs to obtain, deliver, and record releases of all liens to be released at closing;
- d. the costs to record all documents to cure Title Objections agreed to be cured by Seller;
- e. Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession, or an affidavit from Seller in lieu thereof if accepted by the Title Company;
- f. intentionally omitted.
- g. the cost to obtain certificates or reports of ad valorem taxes;
- h. the costs to deliver copies of the instruments described in article 1; and
- i. Seller's expenses and attorney's fees.

12.02. Buyer will pay:

- a. one-half of the escrow fee charged by Title Company;
- b. the cost to obtain the Survey and Asbestos Survey;
- c. the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense;
- d. the costs to prepare the deed by Buyer's counsel;
- e. the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and
- f. Buyer's expenses and attorney's fees.

g. the additional premium for the "survey/area and boundary deletion" in the Title Policy

12.03. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date according to Section 26.11 of the Texas Tax Code.

12.04. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days of notice of Buyer's invoice.

12.05. *Prepaid Rent.* Buyer gets a credit at closing for all rent previously paid to Seller allocable to the period after closing.

12.06. *Postclosing Adjustments.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.

12.07. *Brokers' Commissions.* Each of the parties represents to the other that it has not incurred and will not incur any liability for brokerage fees or agent's commissions in connection with this agreement.

13. Closing.

13.01. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.
- f. Buyer need not close if Seller cannot or does not deliver indefeasible fee simple title subject to the Permitted Exceptions at closing. If Buyer does not close for want of indefeasible fee simple title subject to the Permitted Exceptions, the earnest money is returned to Buyer.
- g. Buyer will receive at closing the basic title policy plus endorsements removing the survey exception and the exception for rights of parties in possession.

13.02. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

13.03. *Removal of Improvements following Closing.* During Buyer's construction activities on the Property following Closing, Buyer agrees to remove at its sole cost and expense those improvements located on that certain 2,077 square feet out of Lot 23 and Tank Drive as recorded in Volume 5837, Page 802, Real Property Records, Bexar County, Texas, all as more particularly described on **Exhibit A**, which 2,077 square feet is being retained by Seller (Retained Land). The improvements include the swimming pool and the corner of the garage protruding from the Property onto the Retained Land.

14. Default and Remedies.

14.01. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Liquidated Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money returned to Buyer. Seller must also pay to Buyer as liquidated damages the Buyer's Liquidated Damages. Seller retains the Independent Consideration.
- b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

14.02. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may, as its sole and exclusive remedy, terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

14.03. *Liquidated Damages.* The parties agree that just compensation for the harm that would be caused by either party's default cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and Buyer's Liquidated Damages are reasonable forecasts of just compensation to the nondefaulting party for the harm that would be caused by a default.

15. Miscellaneous Provisions.

15.01. *Applicable Law.* This Agreement is entered into in San Antonio, Bexar County, state of Texas. **The Construction Of This Agreement And The Rights, Remedies, And Obligations Arising Thereunder Shall Be Governed By The Laws Of The State Of Texas.** Provided, however, the Texas conflicts of law rules shall not be used to cause the application of the laws of a jurisdiction other than Texas. The obligations performable hereunder by both parties are performable in San Antonio, Bexar County, Texas.

15.02. *Severability.* If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

15.03. *Successors.* This Agreement inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

15.04. *Integration.* **This Written Agreement Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.**

15.05. *Modification.* This Agreement may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. Subject to the foregoing, any of the terms of this Agreement may be modified at any time by the party entitled to the benefit thereof, but no such modification, express or implied, affects the right of the modifying party to require observance of either (i) the same term or condition as it applies on a subsequent or previous occasion or (ii) any other term hereof.

15.06 *Third Party Beneficiaries.* This Agreement is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries hereof.

15.07. *Notices.* Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth in the preamble hereof with copy to the respective party's attorney as set forth therein. If the addressee is a corporation, notices must be addressed to the attention of its President. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to conform to the requirement that mailings be done by certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

15.08. *Pronouns.* In construing this Agreement, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire Agreement, not to any particular provision of it.

15.09. *Captions.* Paragraph captions in this Agreement are for ease of reference only and do not affect the interpretation hereof.

15.10. *Mediation.* As a condition precedent to bringing any action to enforce or interpret this agreement or any aspect thereof, including an action for declaratory relief, the disputants must first submit in good faith to mediation by a mediator qualified under § 154.052, Texas Civil Practice and Remedies Code. Suit may be filed only after the sooner to occur of (i) a full day of mediation by a mediator qualified as provided above or (ii) certification by the mediator that further attempts to mediate would be fruitless. Laches, waiver, and estoppel based upon any reasonable delay relating to attempts to mediate as herein provided may not be asserted by either party hereto.

15.11. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties.

15.12. *Further Assurances.* The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the parties as contained in this agreement

15.13. *Assignment.* Buyer may assign this contract and Buyer's rights under it only to an entity in which Buyer possesses, directly or indirectly, the power to direct or cause the direction of its management and policies, whether through the ownership of voting securities or otherwise, and any other assignment is void. This

contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

15.14. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

15.15. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

15.16. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

16. Prohibited Interest in Contracts.

16.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

16.02. Seller warrants and certifies as follows:

- (i) Seller and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Seller has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

16.03. Seller acknowledges that City's reliance on the above warranties and certifications is reasonable.

17. Public Information.

Seller acknowledges that this instrument and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

18. Buyer's Postclosing Obligation.

Contemporaneously with Buyer's demolition and ground work on the Property after closing, Buyer must demolish all parts of both (A) the garage and (B) the swimming pool that are bisected by the property line between Buyer's and Seller's properties created by the transaction to which this agreement pertains. Upon the demolition, Buyer must remove all resulting debris. Seller gives Buyer permission to enter its property for the demolition and debris removal with no formality other than this agreement. The obligations of this paragraph survive closing.

In Witness Whereof, the parties have caused their representatives to set their hands.

Buyer

City of San Antonio

Signature: _____

Printed
Name: _____

Title: _____

Date: _____

Seller

St. George Maronite Catholic Church

Signature:  _____

Printed
Name: GHASSAN MATTAR

Title: PASTOR

Date: 12-15-2008

Approved as to Form:

City Attorney

Title Company Acceptance of Escrow and Receipt for Contract

Seller: St. George Maronite Catholic Church

Address: 6070 Babcock Road, San Antonio, Texas 78240-2138

Buyer: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Property: The land commonly known as 1538 Hillcrest Dr., San Antonio, Texas, containing 3.13 acres, more or less, consisting of the north 35 feet of Tank Drive, all of Lot 23, Block G, N.C.B 8394 and approximately 0.23 acres out of Tract A, Block G, N.C.B. 8394, Woodlawn Hills Country Estates, San Antonio, Bexar County, Texas, as recorded in Vol. 642, P. 149, Deed and Plat Records of Bexar county, Texas, save and except 2,077 square feet out of Lot 23 and Tank Drive as recorded in Volume 5837, Page 802, Real Property Records, Bexar County, Texas, all as more particularly described on **Exhibit A.**

Title Company agrees to act as escrow agent according to the terms of this Contract. Further, Title Company acknowledges receipt from Buyer of three fully executed counterpart originals of the Contract on the same date, with one fully executed original Contract being returned to each of Seller and Buyer.

LandAmerica Lawyers Title Company of San Antonio

By: _____

Printed

Name: _____

Title: _____

Date: _____

Title Company Receipt for Earnest Money

Seller: St. George Maronite Catholic Church

Address: 6070 Babcock Road, San Antonio, Texas 78240-2138

Buyer: City of San Antonio

Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Property: The land commonly known as 1538 Hillcrest Dr., San Antonio, Texas, containing 3.13 acres, more or less, consisting of the north 35 feet of Tank Drive, all of Lot 23, Block G, N.C.B 8394 and approximately 0.23 acres out of Tract A, Block G, N.C.B. 8394, Woodlawn Hills Country Estates, San Antonio, Bexar County, Texas, as recorded in Vol. 642, P. 149, Deed and Plat Records of Bexar county, Texas, save and except 2,077 square feet out of Lot 23 and Tank Drive as recorded in Volume 5837, Page 802, Real Property Records, Bexar County, Texas, all as more particularly described on **Exhibit A**.

Title Company acknowledges receipt from Buyer of earnest money in the amount set forth below:

Amount: _____

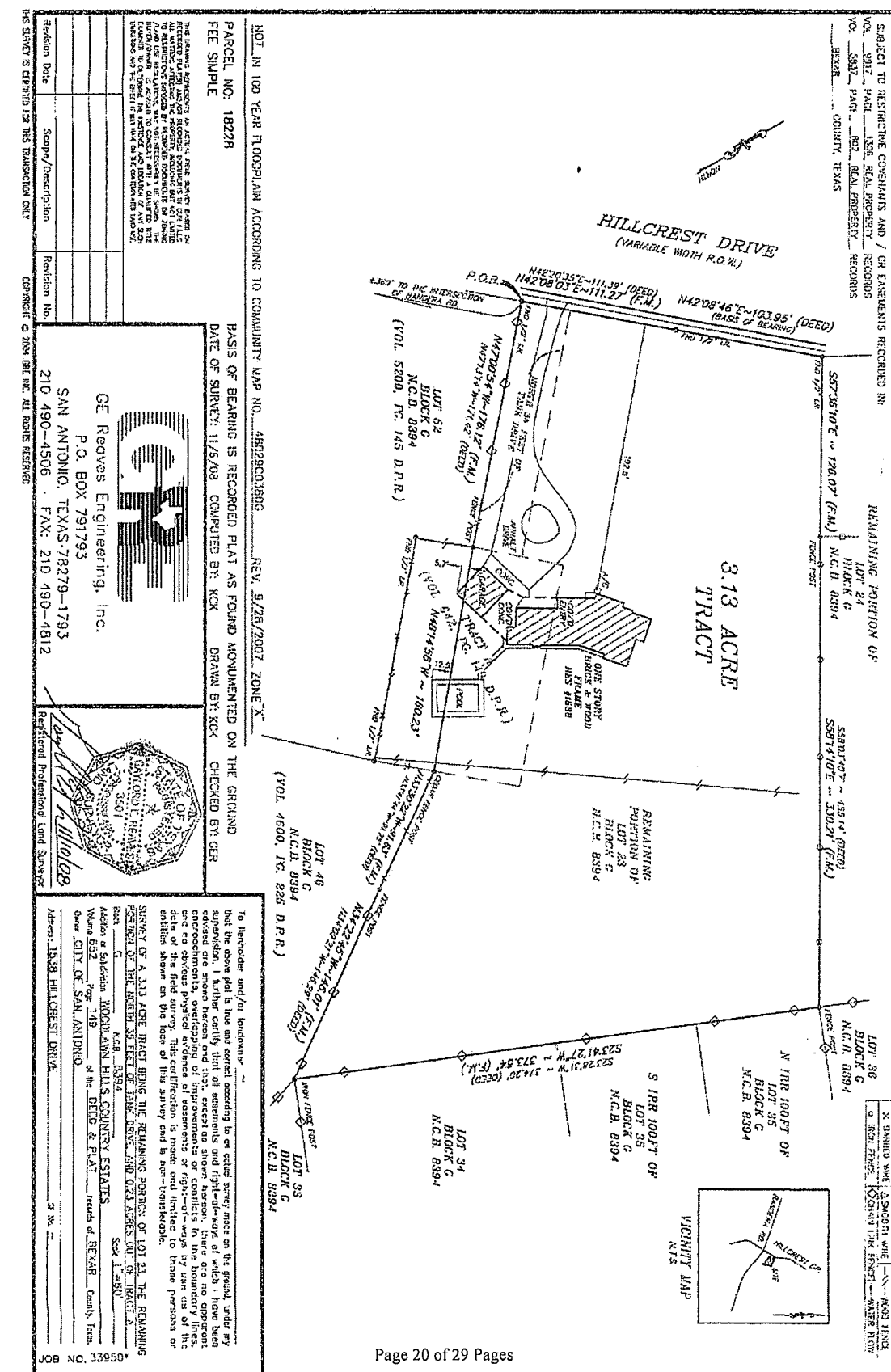
LandAmerica Lawyers Title Company of San Antonio

By: _____

Printed
Name: _____

Title: _____

Date: _____



Metes and Bounds
Parcel No. 18228
Fee Simple
November 10, 2008

Being a tract of land containing the north 35 feet of Tank Drive, all of Lot 23, Block G, N.C.B. 8394, and 0.23 acres of land out of Tract "A", Block G, N.C.B. 8394, Woodlawn Hills Country Estates as recorded in Volume 652, Page 149 of the Deed and Plat Records of Bexar County, Texas, save and except 2077 square feet of land out of said Lot 23 and Tank Drive as recorded in Volume 5837, Page 802 of the Real Property Records of Bexar County, Texas, and being more particularly described as follows;

Beginning; at a found ½" iron rod on the southeast right-of-way line of Hillcrest Drive (variable width R.O.W.) being approximately 369.00 feet in a northeasterly direction from the intersection of said R.O.W. line and the north R.O.W. line of Bandera Road, for the west corner of this tract described herein;

Thence; North 42°08'03" East, 111.27 feet along said R.O.W. line to a found ½" iron rod and continuing North 42°08'46" East, 103.95 feet to a found ½" iron rod being the common corner of said remaining portion of Lot 23 and the remaining portion of Lot 24, Block G, N.C.B. 8394 of said Woodlawn Hills Country Estates for the north corner of this tract described herein;

Thence; South 57°36'10" East, 126.07 feet, along the common line of said Lots 23 and 24, to an iron fence post and continuing South 58°14'10" East, 330.21 feet to a chain link fence post being the common corner of the aforementioned Lots and Lots 35 and 36, Block G, N.C.B. 8394 of said Woodlawn Hills Country Estates, for the east corner of this tract described herein;

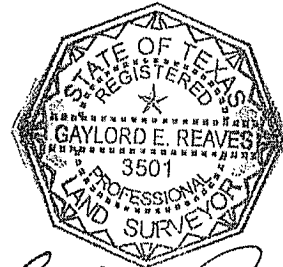
Thence; South 23°41'27" West, 373.54 feet along the common line of said Lots 23 and 35 and Lot 34, Block G, N.C.B. 8394 of said Woodlawn Hills Country Estates to an old 2 inch iron fence post, cut off approximately 1.50 feet above grade, at the base of a chain link fence line being the common corner of said Lots 23 and 34, Lot 33, Block G, N.C.B. 8394 of said Woodlawn Hills Country Estates, and Lot 46, Block G, N.C.B. 8394 Woodlawn Hills Country Estates as recorded in Volume 4600, Page 225 of the Deed and Plat Records of Bexar County, Texas, for the south corner of this tract described herein;

Thence; North 34°22'45" West, 146.01 feet along the common line of said Lots 23 and 46 to a chain link fence post and continuing North 33°30'22" West, 91.83 feet to a 6 inch cedar fence post on the southeast line of said Tract "A", being the north corner of said Lot 46;

Thence; North 48°14'58" West, 160.23 feet, bisecting said Tract "A", to a wood fence and 3 inch galvanized post on the northwest line of same tract, being a common corner of Lot 52, Block G, N.C.B. 8394, Woodlawn Hills Country Estates as recorded in Volume 5200, Page 145 of the Deed and Plat Records of Bexar County, Texas, and this tract described herein;

Thence; North 47°00'54" West, 176.12 feet along the common line of this tract and said Lot 52 to the **POINT OF BEGINNING** and containing 3.13 acres of land, more or less, as surveyed on the ground by GE Reaves Engineering, Inc. on November 6, 2008.

Gaylord E. Reaves, RPLS 3501



Gaylord E. Reaves 11/10/08

Exhibit B

Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller, St. George Maronite Catholic Church, is an unincorporated religious organization with authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.
6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

8. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

Exhibit C

Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in Article 1:

Land

- soil reports
- environmental reports
- engineering reports
- prior surveys
- site plans

Facilities

- as-built plans, specifications, and mechanical drawings for improvements
- warranty agreements
- engineering reports
- environmental reports
- operating and maintenance plans (for example, asbestos maintenance plans)

Exhibit D

Notices, Statements, and Certificates

The following notices, statements, and certificates are attached for delivery to Buyer, and Buyer acknowledges receipt of the notices, statements, and certificates by executing this contract:

Notice concerning underground storage tanks, if any, described in section 334.9 of title 30 of the Texas Administrative Code

Exhibit E

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

SPECIAL WARRANTY DEED
(AND ASSIGNMENT OF CLAIMS)

Grantor: St. George Maronite Catholic Church

Grantor's Mailing Address (including county): 6070 Babcock Road, San Antonio, Texas 78240-2138

Grantee: City of San Antonio

Grantee's Mailing Address (including county): P.O. Box 839966, San Antonio, Texas 78283-3966
(Attention: Director, Capital Improvements Management Services) (Bexar County)

Consideration:

Property:

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, **grants, sells, and conveys to Grantee**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold to Grantee, and Grantee's heirs and assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Exceptions To Conveyances and Warranties:

] *Exceptions to Conveyance and Warranty:

To the extent they validly exist:

1. List all Permitted Exceptions here from Title Commitment

When the context requires, singular nouns and pronouns include the plural and plural ones include the singular.

Assignment of Claims

In addition to the conveyance of real estate addressed above, Grantor hereby assigns to Grantee all choate and inchoate statutory and common-law claims, if any, it may have against its predecessors in title and against any other potentially responsible person for environmental contamination of the Property now known or later found to exist.

Date: _____

St. George Maronite Catholic Church,
a Texas nonprofit corporation

Signature: _____

Printed
Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before this date, by _____,
of St. George Maronite Catholic Church, a Texas nonprofit corporation, in the
capacity therein stated and on behalf of that corporation.

Date: _____

Notary Public, State of Texas

My commission expires: _____

Authorizing Ordinance:

Approved as to Form:

City Attorney

After recording, please return to:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966
(Attention: Director, Capital Improvements Management Services)